

Exhibit

B

Menton

PELTON SERPE LLP
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F: (212) 385-4600
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www.peltonserpe.com

Retainer Agreement

RE: Debt Settlement/Modification Retainer

To: Roy and Maureen Menton

Having reviewed with you the Statement of Client's Rights and the Statement of Client's Responsibilities attached to the Retainer Agreement as Schedules 1 and 2, Pelton Serpe LLP (the "Law Firm") has undertaken the Client's representation in connection with the matters described below:

Scope of Representation

The scope of this representation (the "Scope of Representation") is as follows:

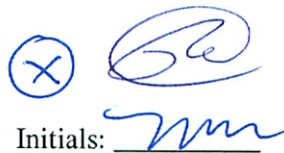
- Client interviews in connection with the representation.
- Restructuring of the personal and business debt, including mortgage.
- Legal drafting in connection with same.

(X) (M)
Initials: *m*

It is hereby agreed and understood by both Client and the Law Firm that the Scope of Representation does **not** include any other potential matter, including, but not limited to any additional matters not specifically set forth herein.

Fees, Expenses and Billing Practice

The fee for the Scope of Representation is as follows: the Firm will bill the Client's case at \$2,000, payable in installments of \$400 per month commencing on April 1, 2009.

A handwritten signature and initials in blue ink. The signature is a stylized 'B' or 'G' followed by a flourish. Below it, the word 'Initials:' is followed by a stylized 'mm'.

Initials: mm

Arbitration

In the event that a dispute arises between the Law Firm and Client relating to the Law Firm's Agreed Fee, the Client may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to the Client upon request.

Miscellaneous

The Law Firm can not guarantee any result in connection with the services rendered within the Scope of Representation.

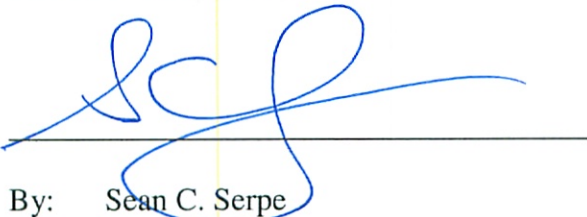
The Law Firm (and its attorneys) will respond to all telephone calls (and/or e-mails) from clients within forty-eight business hours of incoming telephone calls or e-mails.


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Documents Required to File Case/Miscellaneous

The Client agrees to provide all documentation which is required for the Law Firm to effectively represent the Client. If the Client does not provide the Law Firm with documents, the Client is aware that the Law Firm retains the right to immediately withdraw from representation and to do no further work on the file.

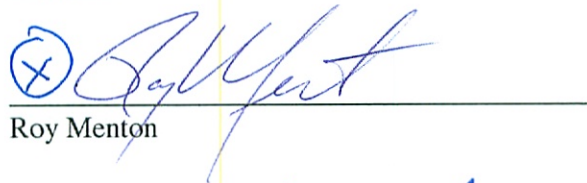
PELTON SERPE LLP



By: Sean C. Serpe
Title: Partner

I HAVE READ AND UNDERSTAND THE
RETAINER AGREEMENT. I
HAVE RECEIVED A COPY AND ACCEPT
ALL OF THE TERMS STATED HEREIN:

CLIENT

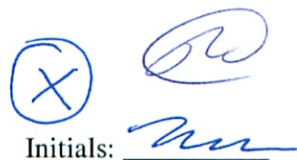


Roy Menton



Maureen Menton

Date: 3/24/09




Initials: mm

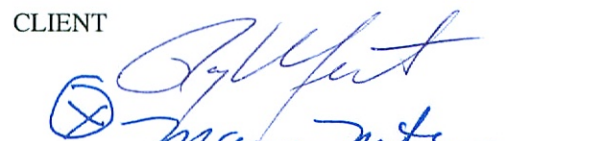

Schedule 1
STATEMENT OF CLIENT'S RIGHTS
Section 120.01 of the Joint Rules of the Appellate Division (22 NYCRR§1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into a fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

PELTON SERPE LLP


By: Sean C. Serpe
Title: Partner
Date: 3/25/09

CLIENT


By: Roy Menton
Maureen Menton
Initials: 

Schedule 2
STATEMENT OF CLIENT RESPONSIBILITIES

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all the facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to the financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyers has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and co-operation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

PELTON SERPE LLP


By: Sean C. Serpe
Title: Partner

Date: 3/25/09

CLIENT


By: Roy Menton
Maureen Menton


Initials: mm